



**Shelby County
Tennessee**

A C WHARTON JR., MAYOR

REQUEST FOR QUOTATION

BID DESCRIPTION: CARPET MAINTENANCE FOR 201 POPLAR

COMMODITY: 910-09 CARPET CLEANING, DYEING,
INSTALLATION AND REPAIR
(Code No. and Description)

BID NUMBER: SEALED BID I001172
(Sealed Bid or Regular Bid)

DUE DATE: NO LATER THAN 2:30 P.M. TUESDAY 5/2/06
(TIME) (DAY) (DATE)

☒ **ORIGINAL SPECIFICATIONS** ☐ **(REVISED) SPECIFICATIONS**

160 NORTH MAIN STREET, MEMPHIS, TENNESSEE 38103

SEALED BID #:I001172
DUE DATE:5/2/06
BUYER: D. Cairncross

SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 550, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
PHONE (901) 545-4360

SECTION I
NOTICE TO BIDDERS

Shelby County
Tennessee

A C WHARTON JR., MAYOR

April 13, 2006

Shelby County Government has issued **Sealed Bid Number I001172** ,
for **CARPET MAINTENANCE FOR 201 POPLAR** . The bid is located on the
County's website at <http://www.shelbycountyttn.gov/>. Go to "Purchasing Bids"
under Online Services on the homepage. Then click on "List of Open
Bids."

**A PRE-BID CONFERENCE WILL BE HELD ON TUESDAY, APRIL 18, 2006 AT 11:00
AM, AT 201 POPLAR AVENUE, MAIN LOBBY, MEMPHIS, TN 38103**

You will note that your bid is due no later than **2:30 P.M. TUESDAY,
5/2/06**, in the office of the Administrator of Purchasing, 160 North
Main Street, Suite 550, Memphis, TN 38103.

All bids will be opened and publicly read by the Shelby County
Government, at the time mentioned above, in the Purchasing Department,
Suite 550, 160 North Main Street, Memphis, TN 38103.

**A consideration in determining the best low bid will be the bidder's
local presence or ownership within Shelby County.**

**As a condition precedent to bidding, bidders shall have received a
current "Equal Opportunity Compliance Eligibility Number" which must be
shown on the outside of each bid submission.**

To receive an E.O.C. Eligibility Number, specific information must be
received by the Shelby County Office of E.O.C at least 48 hours prior to
the bid opening. To verify your E.O.C. Number or to receive information
for obtaining a number, contact the Office of E.O.C. at (901) 545-4336.

THE LABEL, WHICH IS ATTACHED TO THIS BID NOTIFICATION, SHALL BE
COMPLETELY FILLED OUT AND ATTACHED TO THE BID SUBMISSION ENVELOPE. YOU
MUST DISPLAY YOUR CURRENT E.O.C. ELIGIBILITY NUMBER ON THE OUTSIDE OF
YOUR ENVELOPE. UNLESS THE LABEL IS COMPLETELY FILLED OUT AND YOUR
CURRENT CERTIFICATION NUMBER OR ELIGIBILITY NUMBER IS NOTED THEREON,
YOUR BID WILL BE RETURNED TO YOU UNOPENED. IF YOUR LABEL IS LOST OR
MISPLACED, PLEASE NOTE THE APPROPRIATE INFORMATION IN THE LOWER LEFT-
HAND CORNER OF YOUR ENVELOPE.

Shelby County Government reserves the right to reject any or all bids
and to waive any informality therein.

If there are any questions on the above bid, please contact **Debbie
Cairncross** in the Purchasing Department at (901) 545-2368.

Sincerely,

Signed Original on File

Clifton Davis,
Administrator of Purchasing

SECTION I NOTICE TO BIDDER(S)
SECTION II GENERAL TERMS & CONDITIONS
SECTION III DETAILED REQUIREMENTS/SPECIFICATIONS
SECTION IV QUOTATION/BID RESPONSE FORM

SEALED BID#:I001172
DUE DATE:5/2/06
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SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 550, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
901-545-4360

SECTION II
GENERAL TERMS & CONDITIONS

1.0 PREPARATION AND SUBMISSION OF BIDS:

- 1.1 All information requested of the vendor shall be entered in the appropriate space on the Bid Response Forms. Failure to do so may disqualify the bid.
- 1.2 All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of a bid. Corrections shall be initialed in ink by the person signing the bid.
- 1.3 Corrections or modifications received after the closing time specified in the bid will not be accepted.
- 1.4 The vendor must provide its Federal Identification Number. Failure to provide this number could result in a 20% withholding of payment for any orders placed against this bid.
- 1.5 All bids shall be signed by an authorized officer or employee of the bidder.
- 1.6 Bids must be submitted by the date and at or prior to the time specified to be considered. No late bids, telegraphic or telephone bids will be accepted.
- 1.7 As a condition precedent to bidding, bidders shall have received a current "Shelby County Equal Opportunity Compliance Eligibility Number" which must be shown on the outside of each bid envelope submitted.
- 1.8 Submit bids in a sealed envelope with (1) your company's name and address, (2) the sealed bid number, (3) the closing time and due date of the bid, and (4) your company's current E.O.C. Eligibility Number shown on the outside.
- 1.9 The Bid Response Forms must be completed in full for a bid to be considered for award. Bidders are encouraged to submit additional information which they feel might be useful to the County in evaluating bids; however, the County reserves the right to reject or accept for consideration, during evaluation of bids, and additional information the bidder submits, and may reject or accept minor variations when evaluating bids.

2.0 CRITERIA AND CONDITIONS OF AWARD:

- 2.1 The County reserves the right to: (1) award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) reject any or all bids, or any part thereof, (3) waive any informality in the bids, and (4) accept the bid that is in the best interest of the County. The Purchasing

Administrator's decision shall be final.

- 2.2 If the vendor cannot accept an award of only some items included in its bid, the vendor must stipulate in writing an exception to the award of individual items by stating "All or None" in the bid.
- 2.3 An award may be made based on the following factors:
 - 2.3.1 Best/Low Bid meeting specifications;
 - 2.3.2 Previous Vendor Performance History;
 - 2.3.3 Delivery Time Quoted;
 - 2.3.4 Vendor's local presence or ownership in Shelby County.
- 2.4 Shelby County Government reserves the right to alter, amend, or modify any provisions of the bid, or to withdraw this bid, at any time prior to the award of a contract pursuant hereto.

3.0 SPECIFICATIONS:

- 3.1 These specifications are not intentionally written for any one manufacturer and are for the purpose of indicating general size, type, and description of the items needed.
- 3.2 Any responsible bidder who considers these specifications to be of a non-competitive nature should immediately contact the Purchasing Administrator.
- 3.3 The Administrator of Purchasing hereby reserves the right to approve as an equal, or to reject as not being equal, any item the bidder proposes to furnish which contains minor variations from specification requirements but may comply substantially therewith. Items exceeding specifications will be considered as meeting specifications.
- 3.4 The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications.
- 3.5 Changes to the bid specifications are not valid unless authorized in writing by the Shelby County Purchasing Department.

4.0 PRICING, TERMS & DELIVERY:

- 4.1 Prompt payment discounts shall be considered in the evaluation of bids. Prices will be considered as net if no cash discount is shown.
- 4.2 Shelby County Government reserves the right to accept any prompt payment discount offered by the

successful bidder; however, for purposes of the discount, the due date will be computed from the date of receipt of a properly and correctly submitted invoice, receipt of shipment, or acceptance of shipment, whichever is later to occur.

- 4.3 Time of delivery may be a consideration in the award of this bid.
- 4.4 Time of delivery shall be stated as the number of calendar days from receipt of the order by the vendor to receipt of the goods or services by the County.
- 4.5 All deliveries shall be F.O.B. inside or at the Shelby County Department location specified in the bid. No additional charges for delivery shall be allowed.

5.0 LIABILITIES:

- 5.1 The vendor shall hold the County, its elected officials, agents, servants, and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention incorporated into any item provided to the County pursuant to this bid, and agrees to defend, at its own expense, any and all action brought against the County because of the unauthorized use of such items.
- 5.2 Shelby County Government, as a subdivision of the State Of Tennessee, cannot indemnify or hold harmless any vendor, supplier, contractor, etc. against claims of a third party or parties.

6.0 GRATUITIES:

- 6.1 Shelby County Government may, by written notice to the bidder, cancel any contract purchase order resulting from the bid without liability if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by, the bidder, or any agent or representative of the bidder, to any official or employee of the County with the intent of securing a contract, or securing favorable treatment with respect to such a contract. In the event the contract purchase order is cancelled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the bidder in providing such gratuities.

7.0 CONFLICT OF INTEREST:

- 7.1 No part of the total contract purchase order amount resulting from this bid shall be paid directly or indirectly to any official or employee of Shelby County Government as wages, compensation, or gifts in exchange for acting as official agent, employee, subcontractor, or consultant to the contractor in connection with any work contemplated or performed relative to this contract. Furthermore, bids submitted by Shelby County employees or elected officials will not be accepted.

8.0 SAMPLES:

- 8.1 Samples of articles, when required, shall be furnished free of cost to the County.
- 8.2 Samples of articles submitted may be retained for future comparison.
- 8.3 Samples which are not destroyed by testing, or which are not retained for future comparison, will be returned upon request at the vendor's expense.

9.0 TAXES:

- 9.1 The vendor should include in its bid price to the County all applicable taxes it will incur for supplying the goods or services to the County that are payable by the County. However, the vendor shall not include any sales, use or federal excise tax to be collected from the County since the County is tax exempt from such taxes.
- 9.2 Items purchased for resale will show the County's resale permit number on the purchase order.
- 9.3 Exemption certificates will be furnished upon request.

10.0 BRAND NAMES:

- 10.1 Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- 10.2 "Or Equal" items will be considered, provided the vendor clearly describes the substitute item, including the brand name, part number, and level of quality of the substitute item(s). The determination of the Purchasing Administrator to accept or reject the substitute item(s) shall be final and conclusive.
- 10.3 When no substitution is specified by the bidder, the vendor's bid is presumed to conform to the items specified in the bid.

- 10.4 BID PROPOSALS BASED ON ITEMS OTHER THAN THOSE SPECIFIED BY BRAND NAMES IN THE BID. Any items other than those brands specified in the bid specifications require approval of the Purchasing Administrator. The items offered must be equivalent as to function, basic design, type and quality of materials, method of construction and any required dimensions.
- 11.0 **DEFAULT BY BIDDER:**
- 11.1 In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Administrator.
- 12.0 **CONTRACTS, LEASES, LEASE-PURCHASE:**
- 12.1 When required, contracts or leases must be approved by the Shelby County Contracts Administration Department.
- 12.2 Shelby County Government will not accept language in any contract that limits or attempts to limit liability for breach of contract or negligence by the vendor.
- 13.0 **BID BONDS AND INSURANCE:**
- 13.1 When required, Bid Bonds may be submitted in the form of a Bid Bond or a Cashier's Check in the amount required. When a Cashier's Check is submitted in lieu of a Bond, and the bidder is one of the three (3) low bidders, the check may be retained until a contract is signed with the successful bidder.
- 13.2 When required, bidders must supply certificates of insurance or bonds through a company that is authorized to do business in the State of Tennessee, and such insurance or bond is subject to final approval by the Shelby County Risk Management Department.
- 14.0 **FIRM PRICES:**
- 14.1 Unless otherwise required in Section III of the bid, all prices quoted will be firm for a minimum of thirty (30) days from the bid opening date.
- 15.0 **COUNTY COMMISSION APPROVAL:**
- 15.1 If the award of this bid exceeds \$50,000, or involves a Capital Improvement Project (C.I.P.), as defined by the County, such award will require approval by the Shelby County Board of Commissioners. This procedure could delay an award for a period of 30 to 60 days, or more, after the bid opening date.
- 16.0 **THIRD PARTY ASSIGNMENT:**
- 16.1 There shall be no assignments whatsoever to third parties, financial or otherwise, unless expressly agreed to by Shelby County Government in a separate written agreement. Any assignment or attempted assignment of any nature to third parties, without the consent of the County, shall be cause for termination of the contract at the option of the County.
- 17.0 **AUTHORITY TO AWARD BID:**
- 17.1 The award of this bid to the successful bidder(s) shall be governed by the laws of the State of Tennessee. The County will obtain all appropriate authority to award the bid and to enter into a contract.
- 18.0 **LATE DELIVERY:**
- 18.1 The vendor shall not be responsible for failure to deliver materials or render services due to strikes, flood, or fire.
- 18.2 Shelby County Government has the authority to cancel any and all orders issued under this bid if the vendor fails to deliver timely.
- 19.0 **LIEN, CLAIMS OR ENCUMBRANCE:**
- 19.1 The vendor agrees that all goods and materials delivered pursuant to this bid shall be free of any lien, claim or encumbrance.
- 20.0 **AUDIT AND INSPECTION OF PREMISES:**
- 20.1 All bidders, by bidding, agree that an official of the Purchasing Department shall be allowed to inspect the bidder's premises to verify its qualifications as a bidder.
- 20.2 The successful bidder shall agree to audits by an official of the Purchasing Department or the

County's Internal Audit Department if, during the period of the contract or bid award, such an audit is deemed necessary.

21.0 DOCUMENTS INCLUDED IN CONTRACT:

21.1 The specifications, terms and conditions, and detailed requirements contained in this bid shall be incorporated into and become a part of any contract or purchase order that results from this bid.

22.0 INSPECTION:

22.1 All shipments are subject to inspection prior to acceptance. If an inspection reveals that the delivered item(s) do not meet the bid specifications, Shelby County has the right to cancel the order and return said item(s) to the vendor at the vendor's expense.

23.0 MATERIAL SAFETY DATA SHEETS:

23.1 As a condition to bid award, if item(s) contained in this bid require Material Safety Data Sheets, the successful bidder shall provide data sheets at the time of delivery.

24.0 SHELBY COUNTY BUSINESS TAX LICENSE:

24.1 Firms located within the boundaries of Shelby County, Tennessee are required to have a current Shelby County Business License issued by the Business Tax Division of the Shelby County Clerk's Office or be considered exempt from the license requirement by the County Clerk's Office.

24.2 Successful bidders may be required to furnish a copy of their current Shelby County Business License prior to the award of this bid, or any part thereof.

25.0 PURCHASES BY MUNICIPALITIES AND OTHER GOVERNMENTAL AGENCIES/ENTITIES:

25.1 On bids issued to establish a source of supply for estimated requirements for Shelby County Government, bidders are requested to indicate in their bid responses whether they will allow purchases by other municipalities or governmental agencies or entities within the boundaries of Shelby County, Tennessee at the offered prices offered to Shelby County. The decision to do so shall be at the option of the bidder.

25.2 Purchases by local municipalities or other governmental agencies or entities shall be at the option of such municipalities, agencies, or entities.

26.0 PURCHASES FROM STATE OF TENNESSEE CONTRACT:

26.1 Shelby County Government reserves the right to purchase item(s) specified in this bid pursuant to the State of Tennessee Statewide Contracts, or the contracts of any other governmental agencies if it is considered in the best interest of Shelby County Government. Purchases from these contracts are authorized by Shelby County Code, Sec. 2-57 (10) (B).

27.0 DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION:

27.1 Bidders are advised that T.C.A 10-7-503(a) mandates that all State, County and Municipal records shall, at all times during business hours, be available for personal inspection by any citizen of Tennessee. Any information that is submitted by the vendor, whether or not identified in a bid response as proprietary or confidential, is therefore subject to inspection, and Shelby County assumes no liability for any information disclosed pursuant to a request under T.C.A 10-7-503(a).

28.0 TERMINATION OF AWARD OR CONTRACT:

28.1 It shall be cause for the immediate termination of any award or contract that may be entered into as a result of this bid if, after award or contract execution, the County determines that either the vendor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving governmental sales or purchases, including, but not limited to, rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

29.0 NON-DISCRIMINATION - TITLE VI:

29.1 The vendor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964 and all other Federal statutory laws which provide, in whole or in part, that no person on the

grounds of handicap, age, race, color, sex, or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination under any program or activity receiving Federal financial assistance during the performance of a contract or purchase order. The vendor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

30.0 NON-DISCRIMINATION - TITLE VII:

30.1 The vendor agrees to comply with the provisions of Title VII of the Civil Rights Act of 1964 and all other Federal statutory laws which provide, in whole or in part, that no employee on the grounds of age, race, color, sex or national origin, shall be discriminated against, harassed or retaliated against while opposing illegal harassment or discrimination in the workplace. The vendor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

31.0 NON-DISCRIMINATION - TITLE II:

31.1 The vendor agrees to comply with the provisions of Title II, which prohibits discrimination on the basis of disability by public entities. All governmental activities of public entities are covered, even if they are carried out by a vendor. The vendor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

32.0 EMPLOYMENT ELIGIBILITY VERIFICATION:

32.1 The Immigration and Naturalization Service's regulations require all employers to complete Forms I-9 as evidence of verification of identity and employment eligibility of each employee hired after November 6, 1986. The vendor, by submission of its bid, acknowledges that it is in compliance with said regulations and shall upon request show proof of same.

SEALED BID#:I001172
DUE DATE:5/2/06
BUYER:D. Cairncross

SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 550, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
PHONE (901) 545-4360

SECTION III
DETAILED REQUIREMENTS/SPECIFICATIONS

SECTION III DETAILED REQUIREMENTS/SPECIFICATIONS

1.0 These detailed requirements and specifications shall become a part of and included in any contract or purchase order resulting from any award.

2.0 BONDS/INSURANCE REQUIREMENTS

2.1 BID BOND: N/A

2.2 PERFORMANCE BOND AND LABOR/MATERIAL BOND: N/A

2.3 CERTIFICATE OF INSURANCE: Required from bidder before beginning work.

Contractor shall provide certificates of insurance to the County prior to commencement of work under this contract for the following insurance coverage. Worker's Compensation as required by statute of the State of Tennessee and Employer's Liability no less than \$500,000 or as required by the State of Tennessee, whichever is greater.

- (a) Automobile Liability: Minimum of \$1,000,000 single limit on: any owned, hired and non-owned autos.
- (b) Commercial General Liability: Minimum limits of \$2,000,000 annual aggregate premises-operations, \$1,000,000 per occurrence premises-operations; \$2,000,000 Products-Completed Operations aggregate.
- (c) Builder's Risk or Installation Floater (As applicable) - All risk coverage based upon the completed value of the building/installation project.

Note: Shelby County Government, its elected officials, officers, employees, appointees shall be named as additional insured on all coverage. All policies will provide for thirty (30) days written notice to Shelby County of cancellation or material change in the coverage provided. A copy of any such notice will be sent by the insurer to Shelby County Government, 160 N. Main, #550 Memphis, TN 38103; Attn: Contract Administration; in reference to Contract No. _____

2.4 LICENSES AND PERMITS - Contractor shall be licensed locally and shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

3.0 WARRANTIES

All work will be performed in a good and workmanlike manner and free from defects.

4.0 LITERATURE REQUIREMENTS

N/A

5.0 MANUAL REQUIRED OF SUCCESSFUL BIDDER

N/A

6.0 DEVIATIONS TO SPECIFICATIONS

No deviations to specifications. All specifications are material and required.

7.0 SPECIAL PACKAGING

N/A

8.0 ANY SPECIAL DELIVERY REQUIREMENTS OR COMPLETION REQUIREMENT

N/A

9.0 FIRM PRICES

Prices quoted shall be firm for the period covering the initial award date of July 1, 2006 through June 30, 2007. There shall be an option to renew this agreement for two (2) additional one (1) year periods (July 1, 2007 through June 30, 2008) and (July 1, 2008 through June 30, 2009).

10.0 SPECIAL REFERENCE TO PUBLICATIONS OR STANDARD

N/A

11.0 RIGHTS OF INSPECTION AND/OR SAMPLING

In the evaluation of the bids, Shelby County reserves the right to inspect the bidder's business premises and require the submission of any additional information by the bidder to substantiate the bidder's ability to provide the services specified

12.0 AWARD - ANY SPECIAL INSTRUCTION - AS TO TOTAL LOW, INDIVIDUAL PRICING, ETC,

The intent of Shelby County Government is to award this bid to overall low bidder, meeting specifications (one vendor).

13.0 PAYMENT SCHEDULE

Invoices will be paid within thirty (30) days of receipt of correct invoice by the County.

14.0 CONTRACTS REQUIRED

A Contract will be required and an award letter issued to the successful vendor.

15.0 F.O.B. POINT

15.1 Services to be performed at:

201 Poplar, total square footage 2,717,952

16.0 DEMONSTRATION OF EQUIPMENT REQUIRED

The vendors who respond to this bid must be willing to provide demonstration and/or demonstration of equipment at Shelby County's request and convenience and in the most economical manner.

17.0 BIDDER INQUIRIES:

Should bidders have questions regarding the detailed requirements for this bid or specifications, please contact Ron Lollar at the Shelby County Support Services at (901) 545-4647. All other inquiries regarding general bidding procedures should be addressed to Debbie Cairncross, Purchasing Department, (901) 545-2368.

CARPET MAINTENANCE SPECIFICATIONS

GENERAL REQUIREMENTS

1.0 SCOPE OF WORK:

It is the intent of this request to obtain firm pricing for Carpet Maintenance for Shelby County Government, specifically 201 Poplar Avenue, known as the Criminal Justice Center and Jail Annex.

The contractor shall provide all management, supervision, labor, materials, supplies, and equipment (except as otherwise provided), and will plan, schedule, coordinate and assure effective performance of all services described herein. The contractor will be required to provide Carpet Maintenance and related services in accordance with the specifications of this request for bid quotation.

The term 'Restorative Cleaning' as used herein shall mean carpet cleaning required when the appearance of the carpet has degraded to unacceptable levels and periodic procedures make no improvement.

2.0 AWARD PERIOD:

The initial period of this contract will be from Award date of July 1, 2006 through June 30, 2007, with an option to renew for two (2) additional one (1) year periods upon written agreement of both parties.

3.0 EMPLOYEES OF SUCCESSFUL BIDDER:

- 1.1 Shall be employed by the successful bidder or designated by him, as their full time representative on a full time basis and not as Sub-contractor.
- 1.2 The successful bidder will issue and require all employees to wear an employee/employer Picture Identification badge. This I.D. badge is to be clearly visible and worn at all times while in the performance of their duties.
- 3.3 Supervisory personnel must be competent, skilled, management-type persons and have the utmost ability to supervise and assure quality performance of the work crews. **NOTE: Must provide the name of one specific supervisory representative as contact person.**

4.0 INSURANCE COVERAGE:

- 4.1 Provisions within this contract require that the Contractor carry workman's compensations, public liability, property damage, as well as theft insurance. All coverage must be in accordance with the laws of the State of Tennessee. (See Section III -Detailed Requirements and Specifications, 2.0)
- 4.2 All employees utilized by the Contractor in the performance of the contract shall be bonded.

5.0 INVOICING:

- 5.1 Invoices shall be submitted on a monthly basis and mailed to Shelby County Support Services, 584 Adams Avenue, Memphis, TN 38105

6.0 INSPECTION OF WORK SITE:

- 6.1 All vendors who wish to submit a bid are highly recommended to attend a specification briefing and

physically inspect the sites (walk-through) before submitting a bid. **This pre-bid conference will be Tuesday, April 18 at 11:00 a.m. at 201 Poplar, Main Level.**

7.0 CANCELLATION:

7.1 Shelby County reserves the right to cancel the Contract, either with or without cause or should the vendor not perform the services outlined in our attached specifications. Vendor will be given a fifteen (15) day notice if the County decides to exercise the above cancellation clause.

8.0 PRICES

8.1 Prices for Janitorial Services shall be quoted on a "cost per square foot" basis and extended to show monthly and annual cost for each location.

8.2 Firm prices shall be quoted for the initial period of the contract.

8.3 Price increases during the renewal periods, if any, may not exceed the percent (%) of difference between the Federal Government (legal) minimum wage rate in effect at the beginning of the renewal period and that is in effect at the beginning of the preceding contract period.

8.4 The Contractor shall provide the County with written notice of any applicable increase sixty (60) days prior to the renewal date and provide documentation to substantiate the increase in the minimum wage rates.

9.0 DEFICIENCIES IN SERVICE

9.1 The Contractor's supervisory representative will be required to meet with a Support Services Representative upon request whenever the level of service is unsatisfactory.

9.2 The using department may require that the Contractor's supervisory representative tour the job site with a Support Services Representative to point out problem areas in the service being provided by the Contractor.

9.2a A written list of deficiencies in the Contractor's service will be provided by the Support Services Representative.

9.2b The Contractor will be required to correct the deficiencies within twenty-four (24) hours.

9.2c Failure to correct the deficiencies within twenty-four (24) hours or repeated unsatisfactory levels of services may result in the cancellation of the contract upon fifteen (15) days written notice by the County.

10.0 PENALTY

10.1 The Shelby County Government reserves the right to impose a penalty up to fifteen percent (15%) of the monthly billing for failure of successful Contractor to perform services according to specifications. All penalties shall be deducted from monthly billing in the month deficiencies occurred.

10.2 All deficiencies shall be documented in writing and forwarded to the Administrator of Purchasing by Support Services. The Administrator of Purchasing's decision shall be final on all penalties imposed.

10.3 Continued non-performance shall result in the cancellation of the contract. (Also see Item #7.0 Cancellation)

11.0 LOST KEYS

Keys not found and not returned with eight (8) hours will be considered lost. Contractor will pay all expenses for re-keying doors.

12.0 REFERENCES

12.1 Bidders shall submit with their bid, a list of references of customers they have provided Janitorial Services for during the last three (3) years.

12.2 List shall state name of companies, address, contact person, phone number, and number of square feet covered by contract. References and related information should reflect contracts or services provided by your company which involve comparable areas (square footages) to those shown in this bid.

NOTE: IF REFERENCES ARE NOT INCLUDED WITH YOUR BID WHEN SUBMITTED, BID WILL BE REJECTED.

12.3 Only bidders who have had a janitorial service contract with the Shelby County Government through the Shelby County Purchasing Department within the last twelve

(12) months do not need to submit references with their bids.

SPECIFIC REQUIRMENTS AND SPECIFICATIONS

1. SERVICES REQUIRED:

- 1.1** Restorative cleaning of high traffic areas approximately seventy percent (70%) of the carpeted area.
- 1.2** Programmed carpet maintenance in light, moderate, heavy and extra heavy traffic areas.
- 1.3** Pre-bid

2. RESTORATION OF CARPET:

- 2.1** Restorative cleaning is required when carpet has not been part of a regularly scheduled maintenance program and heavy soiling is evident.
- 2.2** The objective of restorative cleaning is to remove all recoverable soils and bring the carpet's appearance back to acceptable levels.
- 2.3** Restorative technique:
 - a. Thoroughly vacuum the floor using a pile lifter machine.
 - b. Pre-treat carpet with traffic lane cleaner.
 - c. Extract carpet with the appropriate hot water extraction truck mounted equipment.
 - d. Continue to extract the carpet with as many passes as necessary to insure all recoverable stains, soils and contaminates are effectively removed.
 - e. Use air movers to insure the carpet dries quickly.
DO NOT DRY BONNET.
 - f. Insure that wicking will not occur. If wicking occurs, repeat process above.

3. PROGRAM MAINTENANCE SCHEDULE:

- 3.1** For this contract the carpet will be divided into Heavy, Moderate, and Light traffic areas to be determined by the contractor and agreed to by the Facility Management Administrator, Ron Lollar.
 - a. HEAVY: Traffic areas are defined as those areas receiving the bulk of the facilities traffic soiling. These areas will include, but not limited to,

elevators, elevator lobbies, core traffic lanes, etc., heavy traffic areas will be cleaned monthly (12 x per year). These areas represent about twenty-five per-cent (25%) of the facilities carpeted area. These areas must be cleaned by a truck mounted system.

- b. MODERATE: Traffic areas are defined as secondary traffic lanes. These areas will include, but not limited to traffic lanes adjacent to core areas, conference rooms, service areas, etc., moderate traffic areas will be cleaned quarterly (4 x per year). These areas represent about fifteen per-cent (15%) of the facilities carpeted area.
- c. LIGHT: Traffic areas are defined as low usage areas. These areas will include but not be limited to general and executive office space, libraries, storage rooms, etc. Light traffic areas will be cleaned semi-annually (2 x per year). These areas represent about sixty-cent (60%) of the facilities carpeted area.

3.2 Each bidder will submit a preliminary schedule with bid package.

4. PROGRAM MAINTENANCE METHOD:

4.1 Program maintenance method to be as follows:

- a. Thoroughly vacuum the floor using a dual motor vacuum pile and lifter machine as needed.
- b. Spot clean carpet as needed.
- c. Hot water extract carpet with the appropriate hot water extraction truck mounted equipment and detergent
- d. Continue to extract the carpet with as many passes as necessary to insure all recoverable stains, soils and contaminates are effectively removed.
- e. Use air movers to insure the carpet dries quickly.
DO NOT DRY BONNET.
- f. Insure that wicking will not occur. If wicking occurs, repeat process above.
- g. Do light carpet maintenance and repair (trim, reducer, etc.)

5. APPROVED EQUIPMENT AND CHEMICALS:

5.1 The following equipment and chemicals have been approved for use in conjunction with this contract. Other equipment and chemicals may be used if they meet or exceed the specifications of these products. Each bidder is responsible to provide a list of equipment slated to be used with this contract and if different from the following list the bidder must submit the

specification sheets with the bid. The facility Management Administrator has final approval as to whether the submitted products are equal to or better than the approved items:

- a. Vacuum: Pace Lite Trac (LT16010) pile lifter.
- b. Hot water extractor: Must have three (3) stage vacuum motor, 135" water lift and 300-400 water pressure.
- c. Truck mount hot water system: No less than 50 HP or a power take-off unit. Water pressure adjustable at the extraction head between 300-700 PSI, no matter the length of the hose. Vacuum equal or greater than 15" HG and 400 CFM at the extraction head, no matter the length of the hose.
- d. Air movers: Pace 3-speed cyclone Dryer (MD1003).
- e. Pre-treat spray system: Pace Explorer 1500H (E1500HPAC).
- f. Chemicals approved: DuPont Volatile Dry Solvent (DP3011), DuPont Non-volatile Dry Solvent (DP3012), DuPont Alkaline Detergent Spotter (DP3013), DuPont Neutral Detergent Spotter (DP3201), DuPont Rust Remover (DP3014), DuPont RedOut (PC3034), DuPont Citric Acid Power (DP3109), DuPont Rotary Shampoo (DP3102), DuPont N-zyme Degreaser (DP3045), DuPont Extraction Cleaner (DCCCS1), DuPont Carpet Pre-spray & Extraction Cleaner (DC8929), DuPont 201 General Purpose Spotter (DC201), DuPont N-zyme Odor Treatment (DP3026), DuPont Refresh-it (DP3023), DuPont Micro-kill (DP3025).

6. HOURS OF WORK:

- 6.1 Services for this contract will be provided between 6:00 p.m. and 6:00 a.m. within the normal five (5) day work week observed by the building occupants, holidays excluded. No work shall be performed on weekends except where specified, unless prior approval of the Facilities Administrator is obtained.
- 6.2 Parking (and any expenses incurred) will be the responsibility of the contractor. All vehicles must refrain from blocking the loading dock and compactor site at all times except when unloading equipment and supplies for performance of the carpet maintenance.

7. FURNISHED BY THE CONTRACTOR:

- 7.1 Fifteen (15) days prior to the starting date of the contract, the contractor shall submit to the Facility Management Administrator a list with Material Safety Data Sheets (MSDS), giving the name of the manufacturer, the brand name and intended use of each of the materials that he proposes to use in the performance of the work. The Contractor shall not use

any material which the Facility Management Administrator determines would be unsuitable for the purpose or harmful to the surfaces. to which applied. The Contractor shall only use supplies that have been approved by the Facility Management Administrator. All materials must be accompanied by the manufacturers Material Safety Data Sheets and a copy on file with the Facility Manager at each site. Documentation must also be provided that all employees have received and are in compliance with the current Haz-Comm Act of 1991 and renewed yearly.

- a. The Contractor shall furnish all personnel, supplies, materials and equipment necessary or the performance of the work of this contract unless otherwise specified herein. These supplies and materials shall be of a quality to produce satisfactory results and not cause damage to property.
- b. Any material which the Facility Management Administrator suspects of not meeting quality industry standards shall be tested by independent testing laboratory. A copy of the laboratory report giving the results of the test and a sample of each product, if requested, shall be submitted to the Facility Management Administrator prior to the starting date of the contract.
- c. All necessary carpet maintenance equipment including power drive floor scrubbing machines, extraction machines, and all necessary motor trucks, etc., needed for the performance of the work of this contract shall be furnished by the Contractor. Such equipment shall be of the size and type customarily used in work of this nature and shall meet all OSHA and local standards and also meet the approval of the Facility Management Administrator. All equipment shall be maintained to original factory specifications. Altering of equipment is not permitted.
- d. The Contractor shall require all employees, including supervisors, to wear employee/employer picture identification badges. This I.D. badge is to be clearly visible while in the performance of their duties.
- e. All chemicals, materials and products that are used at any time during this Contract pursuant to completion of this contract, the Contractor shall have Administrator approved prior to commencing such use. All containers must be approved for specific products and have proper labeling. Improper container or labeling shall result in a fifty dollar (\$50.00) deduction per occurrence.

- f. Provisions within this contract require that the Contractor carry workman's compensation, public liability, property damage, as well as theft insurance. All coverage must be in accordance with the laws of the State of Tennessee.

8. CRIMINAL JUSTICE CENTER SQUARE FOOTAGE INCLUDING JAIL ANNEX

- 8.1** Restoration square footage cleaned: 272,400
- 8.2** Bi-monthly square footage cleaned: 1,557,600
- 8.3** Monthly square footage cleaned: 551,400
- 8.4** Semi-annual square footage cleaned: 336,552
- 8.5** Total square footage cleaned: 2,717,952

NOTE:

PLEASE CONTACT DEBBIE CAIRNCROSS IN THE SHELBY COUNTY PURCHASING DEPARTMENT, (901) 545-2368 FOR A COPY OF THE FLOOR PLANS.

END OF SPECIFICATIONS

SEALED BID#:I001172
DUE DATE:5/2/06
BUYER:D. Cairncross

SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 550, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
PHONE (901) 545-4360

SECTION IV
QUOTATION/BID RESPONSE FORM

NOTE: RETURN ONLY THIS SECTION WHEN SUBMITTING YOUR BID

A C WHARTON JR.

MAYOR

**SHELBY COUNTY PURCHASING DEPT.**

160 N. MAIN – SUITE 550

MEMPHIS, TENNESSEE 38103-1880

(901) 545-4360

REQUEST FOR QUOTATION

NUMBER
SB

I001172

DATE
04/12/06

**THE ABOVE NUMBER MUST APPEAR ON ALL QUOTATIONS AND
RELATED CORRESPONDENCE.
THIS IS NOT AN ORDER**

**AS A CONDITION TO BID AWARD, IF ITEM(S) CONTAINED IN
THIS BID REQUIRE MATERIAL SAFETY DATA SHEETS, THE
SUCCESSFUL BIDDER SHALL PROVIDE DATA SHEETS WITH
DELIVERY OF PRODUCTS.**

QUOTE NOT LATER THAN 2:30 PM 5/2/06	DATE DELIVERED REQ. ASAP	F.O.B. DESTINATION	REQUISITION NUMBER 004877	REQUISITION DATE 03/20/06	BUYER D. Cairncross
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If you do not respond to this request for bid a "BID" or "NO BID", we will assume that you no longer wish to bid on the commodity indicated below, and your company's name may be removed from the mailing list.

**910-09 CARPET CLEANING, DYEING,
INSTALLATION AND REPAIR**

BASE YOUR QUOTATIONS ON THE TERMS AND CONDITIONS PRINTED AND/OR TYPED HEREON

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			<p>NOTICE TO BIDDERS:</p> <p>THIS IS OUR SEALED BID I001172, WHICH IS DUE NO LATER THAN 2:30 PM, TUESDAY, 5/2/06. THE "GENERAL TERMS AND CONDITIONS", AS OUTLINED IN SECTION II, WILL TAKE THE PLACE OF THE "GENERAL BID REQUIREMENTS" SHOWN ON THE NEXT PAGE OF THIS REQUEST FOR QUOTATION FORM.</p> <p>IF YOU DO NOT RESPOND TO THIS REQUEST FOR BID WITH A "BID" OR A "NO BID", WE WILL ASSUME YOU NO LONGER WISH TO BID ON THE COMMODITY INDICATED ABOVE, AND YOUR COMPANY'S NAME MAY BE REMOVED FROM THE MAILING LIST.</p> <p>PAGE 1 OF 2 (SIGNATURE REQUIRED ON THIS PAGE)</p>		

THIS IS NOT AN ORDER

NOTE DELIVERY REQUIRED AND IN QUOTING, ADVISE DEFINITE DELIVERY

TOTAL →

FIRM NAME	TELEPHONE NO.	DATE OF QUOTATION
FEDERAL I. D. NO.	TERMS	DELIVERY PROMISED DAYS A.R.O.
EFFECTIVE UNTIL	SIGNATURE	OFFICIAL TITLE

ALL BOXES ABOVE MUST BE COMPLETED FOR YOUR BID TO BE CONSIDERED. SEE GENERAL BID REQUIREMENT ON NEXT PAGE.

A C WHARTON JR.
MAYOR



SHELBY COUNTY PURCHASING DEPT.
160 N. MAIN – SUITE 550
MEMPHIS, TENNESSEE 38103-1880
(901) 545-4360

REQUEST FOR QUOTATION		
NUMBER SB	I001172	DATE 04/12/06
THE ABOVE NUMBER MUST APPEAR ON ALL QUOTATIONS AND RELATED CORRESPONDENCE. THIS IS NOT AN ORDER		
AS A CONDITION TO BID AWARD, IF ITEM(S) CONTAINED IN THIS BID REQUIRE MATERIAL SAFETY DATA SHEETS, THE SUCCESSFUL BIDDER SHALL PROVIDE DATA SHEETS WITH DELIVERY OF PRODUCTS.		

QUOTE NOT LATER THAN 2:30 PM 5/2/06	DATE DELIVERED REQ. ASAP	F.O.B. DESTINATION	REQUISITION NUMBER 004877	REQUISITION DATE 03/20/06	BUYER D. Cairncross
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If you do not respond to this request for bid a "BID" or "NO BID", we will assume that you no longer wish to bid on the commodity indicated below, and your company's name may be removed from the mailing list.

**910-09 CARPET CLEANING, DYEING,
INSTALLATION AND REPAIR**

BASE YOUR QUOTATIONS ON THE TERMS AND CONDITIONS PRINTED AND/OR TYPED HEREON

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1			CARPET MAINTENANCE FOR SHELBY COUNTY JUSTIC CENTER AND JAIL ANNEX 201 POPLAR AVENUE, MEMPHIS, TN SEE ATTACHED SPECIFICATIONS PER MONTH _____ ANNUALLY _____ THREE YEARS _____		

THIS IS NOT AN ORDER

NOT DELIVERY REQUIRED AND IN QUOTING, ADVISE DEFINITE DELIVERY

TOTAL →

FIRM NAME	TELEPHONE NO.	DATE OF QUOTATION
FEDERAL I. D. NO.	TERMS	DELIVERY PROMISED DAYS A.R.O.
EFFECTIVE UNTIL	SIGNATURE	OFFICIAL TITLE

ALL BOXES ABOVE MUST BE COMPLETED FOR YOUR BID TO BE CONSIDERED. SEE GENERAL BID REQUIREMENT ON NEXT PAGE.